

AGREEMENT

Between The

CARLSTADT BOARD OF EDUCATION

and The

CARLSTADT EDUCATION ASSOCIATION

for the

X 1983-84, 1984-85 and 1985-86 School Years

## TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE . . . . .	1
ARTICLE	
I - RECOGNITION . . . . .	2
II - NEGOTIATION PROCEDURE . . . . .	2
III - GRIEVANCE PROCEDURE . . . . .	3
IV - ASSOCIATION RIGHTS AND PRIVILEGES . . . . .	6
V - SALARIES . . . . .	7
VI - VOLUNTARY TRANSFERS AND REASSIGNMENTS . . . . .	7
VII - SICK LEAVE . . . . .	8
VIII - INSURANCE PROTECTION . . . . .	9
IX - PROFESSIONAL ETHICS . . . . .	9
X - BOARD RIGHTS AND RESPONSIBILITIES . . . . .	10
XI - MEMBERSHIP AND REPRESENTATION FEE DEDUCTIONS FROM SALARY . . . . .	12
XII - TEMPORARY LEAVES OF ABSENCE . . . . .	14
XIII - EXTENDED LEAVES OF ABSENCE . . . . .	15
XIV - MISCELLANEOUS EMPLOYEE PROVISIONS . . . . .	19
XV - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT . . . . .	20
XVI - TEACHER WORK YEAR . . . . .	21
XVII - TEACHER EMPLOYMENT . . . . .	22
XVIII - TEACHER HOURS AND TEACHING LOAD . . . . .	23
XIX - NON-CERTIFICATED PERSONNEL PAID HOLIDAYS . . . . .	24
XX - NON-CERTIFICATED PERSONNEL REDUCTIONS IN FORCE . . . . .	26
XXI - NON-CERTIFICATED PERSONNEL PROBATIONARY PERIOD . . . . .	26
XXII - CUSTODIAN MISCELLANEOUS PROVISIONS . . . . .	26
XXIII - SECRETARY MISCELLANEOUS PROVISIONS . . . . .	27
XXIV - SEPARABILITY . . . . .	28
XXV - FULLY BARGAINED PROVISIONS . . . . .	29
XXVI - DURATION OF AGREEMENT . . . . .	29
SCHEDULE "A" - TEACHER SALARY GUIDE 1983-84 . . . . .	30
SCHEDULE "B" - TEACHER SALARY GUIDE 1984-85 . . . . .	31
SCHEDULE "C" - TEACHER SALARY GUIDE 1985-86 . . . . .	32
SCHEDULE "D" - SECRETARY SALARY GUIDE 1983-84 . . . . .	33
SCHEDULE "E" - SECRETARY SALARY GUIDE 1984-85 . . . . .	33
SCHEDULE "F" - SECRETARY SALARY GUIDE 1985-86 . . . . .	33

TABLE OF CONTENTS

	<u>Page</u>
SCHEDULE "G" - CUSTODIAN SALARY GUIDE 1983-84 . . . . .	34
SCHEDULE "H" - CUSTODIAN SALARY GUIDE 1984-85 . . . . .	34
SCHEDULE "I" - CUSTODIAN SALARY GUIDE 1985-85 . . . . .	34

PREAMBLE

A. This Agreement entered into this 7th day of February 1983, between the Board of Education of the Borough of Carlstadt, Bergen County, New Jersey, hereinafter called the "Board" and the Carlstadt Education Association, hereinafter called the "Association."

B. This Agreement is divided into three (3) sections: Articles I - XIV and Articles XXIV - XXVI apply to all bargaining unit members; Articles XV - XVIII apply to teachers only and Articles XIX - XXIII apply to non-certificated personnel only.

C. References throughout this Agreement to either sex shall be deemed to include both sexes.

## ARTICLE I

### RECOGNITION

The Board hereby recognizes the Association, during the life-time of this Agreement, as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all certificated teacher personnel, all regularly employed full-time custodians, and all regularly employed full-time secretaries, excluding:

- Principals
- Administrative Assistant
- Substitute Teachers
- Secretary to the Superintendent
- Secretary to the Board Secretary
- All other Non-Certificated Personnel

## ARTICLE II

### NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor agreement in a good faith effort to reach agreement. Once ratified, any contract shall apply to all employees for whom the Association is authorized to negotiate and shall be reduced to writing and signed by the authorized representatives of both parties.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board shall make available to the Association, for review, pertinent public records, data and information of the Carlstadt School District. The Association, likewise, shall make available to the Board, for review, pertinent public records, data and information of the Association.

C. Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other

party. Both parties shall be empowered to consider tentative proposals, to make tentative proposals, and to make tentative counter-proposals during negotiations.

D. The Association and the Board negotiating units will schedule meetings at the convenience of both units for the purpose of negotiating said contract.

E. All cost of supplies relevant to the printing of proposals and counter-proposals shall be assumed by the individual parties.

### ARTICLE III

#### GRIEVANCE PROCEDURE

A.1. A grievance is claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions and practices directly affecting the working conditions of an employee or a group of employees.

2. An "aggrieved person" is the person or persons or the Association making the claim.

3. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instances:

a. The failure or refusal of the Board to renew a contract of a non-tenure employee.

b. In all such matters that are clearly subject to applicable law and beyond the scope of the Board's authority and limited to action by the Board alone.

B. A grievance must be filed within thirty (30) calendar days of its occurrence or such grievance shall be deemed to constitute abandonment of the grievance.

C. Any employee shall have the right to present his grievance through the process described in the following steps. He shall have the right to present his own appeal or to designate representatives of the Association or another person of his choosing to appear with him or for him at any step in the appeal.

D. No reprisals shall be taken, by either party, against any participants in a grievance.

STEP 1. An employee or employees with a grievance shall file, in writing, the grievance with the principal, either directly or through the Association, with the objective of resolving the matter. A decision shall be rendered within five (5) school days after the presentation of the grievance.

STEP 2. If the grievance is not resolved or a decision rendered, to the satisfaction of the aggrieved person, within five (5) school days after the presentation of the grievance, the aggrieved person may file the grievance with the Association within ten (10) school days after the grievance was presented in Step 1. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools. The written grievance shall specify:

- a. The nature of the grievance, citing specific instance and persons involved.
- b. The results of the previous discussion.
- c. The basis of dissatisfaction with the determination.

The Superintendent, upon receipt of the grievance report, shall attempt to resolve the matter as quickly as possible and shall

meet with all involved parties within five (5) school days. He shall then have fifteen (15) school days to render his decision after the grievance is presented to him.

If the Superintendent fails to act or renders a decision deemed unsatisfactory to the aggrieved person within the time limits stated in Step 2, the aggrieved person may appeal to the Board within ten (10) school days.

STEP 3. If the aggrieved person does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing or it may request the submission of additional written material. A hearing shall be held, as expeditiously as possible, when the aggrieved person requests a hearing, in writing.

The Board shall make a determination within 45 calendar days, which may be extended in the event of an emergency to 60 calendar days, from the receipt of the written grievance. In the event of a hearing, the decision shall be made within 30 calendar days of the hearing.

The final decision on any grievance shall be at Step 3 of this grievance procedure, except for grievances relating to teachers only that are an alleged violation, misinterpretation or misapplication of the language of this Agreement.

STEP 4. If the aggrieved person is not satisfied with the decision at Step 3, and if the grievance relates to teachers only and is an alleged violation, misinterpretation or misapplication of the language of this Agreement, the aggrieved person shall have the right to request, in writing through the Association, non-binding arbitration within ten (10) days of the decision rendered in Step 3.



If the Association determines that the grievance has merit, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties cannot agree on an arbitrator within 21 days, a request for a list of arbitrators may be made to the American Arbitration Association by either party.

The authority of the arbitrator shall be limited solely to the interpretation of the language of this Agreement and he shall have no authority to add to, subtract from, or modify any of said provisions.

The arbitrator's decision shall be submitted to the Board and the Association and shall be non-binding on either party. Should any of the parties reject the non-binding decision of the arbitrator, the reason or reasons shall be stated in writing no later than 30 days from the date of the receipt of the decision.

Decisions rendered in all steps of this grievance procedure shall be in writing.

All costs for the services of the arbitrator shall be shared equally by the Board and the Association.

#### ARTICLE IV

##### ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to permit the Association to view and copy public information of the Board.

B. When, at the direction of the Board, any employee participates during working hours in negotiations, grievance proceedings or conferences he shall suffer no loss in pay.

## ARTICLE V

### SALARIES

A. The salaries of all employees covered by the contract set forth in the salary guides for 1983-84, 1984-85 and 1985-86, in Schedules "A" through "I", attached.

B. The Board reserves the right to withhold any increment for reason of inefficiency or other good cause.

C. Employees shall be paid in semi-monthly installments.

D. Employees may individually elect to have up to 20% of their monthly salary deducted from their pay. These funds shall be deposited in the South Bergen Teachers Credit Union, 61-63 Morris Avenue, Garfield, New Jersey. Deduction forms shall be filed with the Secretary of the Board at the start of each school year. Any changes in the plan or termination thereof may occur twice during the contract year. Notice of termination or modification shall be given in writing prior to the 5th of any month of desired change. Payroll deductions for each employee shall be computed in accordance with the base pay.

E. When payday falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks prior to the non-working day or days.

## ARTICLE VI

### VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Employees who desire a change in assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent, through the building principal. Such statement shall include employees' desired change with the school or

schools, in order of preference. Such requests for transfers and re-assignments for the following year shall be submitted not later than March 30.

B. As soon as practicable, and no later than April 30, the Superintendent shall inform the staff of all known vacancies.

C. The determination of requests for voluntary transfers and/or reassignments shall remain the sole discretion of the Board.

## ARTICLE VII

### SICK LEAVE

A. All employees employed for the entire contract year shall be entitled to the equivalent of one (1) sick leave day per month, to a maximum of ten (10) days per school year for teachers; eleven (11) for secretaries and twelve (12) for custodians. Any employee whose contract commences subsequent to the beginning of the school year shall be entitled to one (1) day of sick leave for each month employed. Employees who leave prior to the conclusion of the school year, due to childbirth, shall be entitled to all sick leave days for the entire year.

As to teachers, upon recommendation of the Superintendent of alleged sick leave abuse or in cases of extended sick leave, the Board may require a physician's certificate to be filed with the Secretary of the Board for review, in order to obtain sick leave. As to other personnel, the Board may require a physician's certificate in case of any sick leave claimed.

B. Employees who have used all their accumulated sick leave will have their case reviewed by the Board for possible merited extension and/or compensation.

C. Employees shall be given a written statement of accumulated unused sick leave days as of September.

## ARTICLE VIII

### INSURANCE PROTECTION

A. The Board shall provide the health-care insurance protection designated below.

1. Payment of 100% of New Jersey Public and School Employees Health Benefit Plan on a single or family contract for all full-time employees.

B. The Board agrees to provide a mutually agreed upon dental plan. The plan to be provided for this contract period shall be New Jersey Dental Service Plan, Inc., Program II. This plan includes co-payment of 80% - 20% for Preventive, Diagnostic, and Basic Services and 50% - 50% on Prosthodontic and Orthodontic Services with a limit of \$1,000 benefit for Orthodontic Services.

## ARTICLE IX

### PROFESSIONAL ETHICS

A. It is recognized that the need for continued and uninterrupted operation of the School District is of paramount importance and that there should be no interference with such operation.

B. The Association covenants and agrees that neither the employee organization nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or

abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other job action or the invocation of sanctions against the Board. The Association agrees that such action would constitute a material breach of this Agreement.

C. The Association further agrees that no member shall refuse to cross any picket line, nor will engage in, sanction, encourage or assist in any strike or similar action or conduct on the part of the students of the School District.

D. In the event of a strike, slowdown, walk-out, job action or the invocation of sanctions, it is covenanted and agreed that participation in any such activity by any Association member or any employee represented by the Association shall entitle the Board to deem such activity as grounds for termination of employment of such employee or employees, subject, however, to the application of the Tenure Hearing Law.

## ARTICLE X

### BOARD RIGHTS AND RESPONSIBILITIES

A. Subject to the express provisions of this Agreement, the Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement or which may hereafter be conferred upon it and vested in it by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting, the generality of the foregoing, the following rights:

1. The management and administrative control of the operation of the School District and its properties and facilities and activities of its employees;

2. To hire all employees and to determine their qualifications and condition for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause;

4. To determine curricula, grade, courses, athletic and recreational programs, methods of instruction and material used for instruction;

5. To determine the methods, means and personnel by which the District operations are conducted;

6. To determine the content of job qualifications and duties;

7. To take all necessary actions to carry out its responsibilities in the conduct of regular business and in emergencies;

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under R.S. 18A, School Laws of New Jersey, or any other national, state,

county, district or local laws or regulations.

## ARTICLE XI

### MEMBERSHIP AND REPRESENTATION FEE DEDUCTIONS FROM SALARY

A. The Board agrees to deduct from the salaries of its employees dues for the Unified Associations (Carlstadt Education Association, Bergen County Education Association, New Jersey Education Association and the National Education Association) as said employees individually and voluntarily authorize the Board to deduct. Requests must be filed with the Secretary of the Board prior to October 1st of each year, on an appropriate form to be supplied by the Board. Notice of withdrawal is effective on January 1 and July 1 next succeeding the date of which notice of withdrawal is filed.

B. If any regular full time employee does not become a member of the Association during any membership year (from July 1 to the following June 30) which is covered in whole or in part by the Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

C. Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

D.1. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list

of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and will transmit the amount so deducted to the Association.

2. The Board will deduct the representation fee in equal installments as nearly as possible, from the paychecks paid to each employee on the aforesaid listing during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

a. Within 60 days after receipt of the aforesaid list by the Board; or

b. 60 days after the employee begins his or her regular full time employment in a bargaining unit position, unless the employee previously served in a regular full time bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 30 days after the resumption of the employee's regular full time employment in a bargaining unit position, whichever is later.

3. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

4. The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any



deduction made more than 60 days after the Board received said notice.

5. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13-5.5(c) and 5.6, and membership in the Union shall be available to all employees in the Association on an equal basis at all times.

6. The Association shall certify that a demand and return system is in existence.

7. The Association shall indemnify, defend and save the Board harmless from any claims raised against it by an employee as a result of properly fulfilling its obligations under this Article, including but not limited to, paying reasonable attorneys fees and/or legal damages.

## ARTICLE XII

### TEMPORARY LEAVES OF ABSENCE

A. All regular employees, for whom the Association is authorized to negotiate, shall be entitled to the following temporary non-accumulative leaves of absence, with pay each year of this agreement.

1. Up to four (4) consecutive calendar days for leave immediately upon the death of a member of the immediate family (father, mother, sister, brother, spouse, child, mother-in-law, father-in-law). Additional day(s) will be considered, upon written request to the Superintendent.

2. One (1) day leave for day of funeral of any other relative, per occurrence.

3. One (1) day leave for marriage of employee.

4. One (1) day leave for house closing.

5. Two (2) days leave for illness of a member of the immediate family residing in the household of the employee, per occurrence.

6. Religious Holy Days when religion prohibits attendance at school.

Requests for personal leave shall be filed with the Superintendent, through the building principal, at least five (5) school days in advance of the contemplated absence, except in case of emergency. The employee shall state the reason for the request and explain the necessity for the matter to be handled during school hours.

B. A maximum of three (3) teachers, one (1) custodian and one (1) secretary per day, on a first come first served basis, will be permitted two (2) days leave of absence for personal matters, upon written application to the Superintendent, through the building principal, at least two (2) days in advance of the contemplated absence. Employee shall not be required to state reason for taking such leave other than that it is being requested under this section.

C. In an emergency, the Superintendent, upon being informed by the employee of the nature of the emergency, may waive specific restrictions and authorize an emergency personal day. Written explanation of emergency shall be submitted to the Superintendent within two (2) days of occurrence.

#### ARTICLE XIII

##### EXTENDED LEAVES OF ABSENCE

A. The Board shall grant disability leave, with or without pay, during the disability period, upon the request of the employee. Subsequent to the disability period, the employee may, with the Board approval, be granted an extended leave of absence, without pay. The employee may elect to use accumulated sick leave for said disability

period subject to the following stipulations and limitations:

1. The Board may remove any employee from her duties for any of the following reasons:

- a. Job performance substantially declines from the period preceding disability.

- b. Physical condition or capacity renders the employee incapable of performing assigned duties, which shall be deemed to exist if:

1. The employee fails to produce a physician's certificate that she is medically able to continue working, or

2. The Board's physician concludes she is unable to continue working.

3. In the event the physician of the employee shall be of the opinion that said employee is capable of performing her duties up to a specified date but the medical examiner of the Board shall be of a contrary opinion, then the employee and the Board shall mutually agree upon the appointment of an impartial third physician whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue in the performance of duties. In the event of the inability of the employee and the Board to agree upon the appointment of the third physician, such appointment shall be made by the Bergen County Medical Society. The expense of any examination by an impartial third physician shall be shared equally by the employee and the Board.

2. Any tenured or non-tenured employee seeking such leave shall apply to the Board sixty (60) days prior to the beginning of the

leave. At the time of application the employee shall specify in writing the date on which she wishes to return.

The Board shall require said employee to produce a certificate from her physician in support of the requested leave dates. The physician's certification is subject to agreement by the Board's physician. Where medical opinion is supportive of the leave dates requested, such leave shall be granted by the Board. The Board may change the requested dates upon finding that the grant of leave for the dates stipulated and medically confirmed would interfere with the administration of the school.

After a leave has been approved, the commencement or termination dates thereof may be further extended or reduced upon application by the employee to the Board. Such extensions or reductions shall be granted by the Board for an additional period of time provided, however, that the Board may alter the requested dates upon a finding that such extension or reduction would interfere with the administration of the school and/or with the education of the pupils and, provided further, that such change by the Board is not medically contraindicated.

Any extension shall be limited to one additional school year. A request for extension of leave must be made at least three (3) months prior to the expiration of the first leave.

3. The Board is under no compulsion to continue the employment of a non-tenure employee beyond the contracted period. The leave period shall not be counted for tenure purposes.

4. Advancement on the salary guide shall be based upon the date of commencement of the leave of absence. The employee will be granted a full salary guide step if she is in attendance for more than

100 working days. Attendance for 100 days or less shall result in no advancement on the salary guide.

B.1. The Board shall have the right to require an employee who desires to return to her duties to produce a certificate from her physician stating she is capable of resuming duties. In the event of a difference of opinion between the employee's physician and the Medical Examiner of the Board relative to the resumption of duties by said employee, the Board shall pay the expenses for an examination by an impartial third physician.

2. Failure of the employee to resume duties on the agreed upon return date may constitute grounds for dismissal.

C.1. In the case of a birth or adoption placement of a child, any employee may request a leave without pay for child rearing purposes. Such request shall not be unreasonably denied by the Board.

2. In cases where both husband and wife may be employees in this school system, only one of said persons shall be entitled to such leave.

3. In the case of female employees, the application for child rearing leave may be made to become effective immediately upon termination of the anticipated disability leave.

4. Child rearing leave if approved, shall be granted for a period of up to the end of the school year in which the birth or adoption placement of the child occurs, but such leave may upon the request of the employee and approval of the Board, be extended for one additional year. Such extension shall not be unreasonably denied.

Requests for extensions of such leaves must be made at least three (3)

months prior to the expiration of the first period thereof.

5. Where a child rearing leave is requested, the employee requesting such leave shall not be permitted to return to the school system following such leave during the last month of the school year.

6. Applications for child rearing leave shall be filed at least three (3) months before the anticipated birth or adoption placement of the child.

7. Where an employee who has been granted a child rearing leave returns to the system at any time other than the start of the school year, such employee may be assigned to any position decided upon by the Superintendent as long as such assignment is within the capabilities or certification of such employee.

8. Anything to the contrary, notwithstanding, a child rearing leave granted to a non-tenure employee need not be extended beyond the end of the contract school year in which the leave is obtained.

D. A leave of absence, without pay, for a school year other than disability, may be granted to any tenure employee when said employee applies for said leave, in writing, to the Superintendent and is approved by the Board.

#### ARTICLE XIV

##### MISCELLANEOUS EMPLOYEE PROVISIONS

A. Employees may individually elect to have any legal portion of the monthly salary deducted for participation in one or more mutually agreed upon Tax Deferred Annuity Plan(s) handled by one mutually agreed upon agent. Deduction forms shall be filed with the Board Secretary at the start of each school year. Any changes in the plan or termination

thereof may occur twice during the contract year. Notice of termination or modification shall be given in writing prior to the 5th of any month of desired change.

B. Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association. The Agreement shall be given to all employees.

## ARTICLE XV

### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A.1. The Board will permit the granting for teachers of credits for graduate level courses which have been submitted to the Superintendent in writing and have received his approval in writing.

2. Teachers possessing a permanent, provisional, or emergency certificate may not apply credit for undergraduate level courses towards advancement on the salary guide.

3. Teachers possessing a sub-standard teaching certificate shall not be permitted to apply for reimbursement and/or advancement on the salary guide when courses taken are to fulfill certification requirements. This shall apply to graduate or undergraduate level courses. This will apply to any teacher employed after July 1, 1977.

4. To qualify for salary adjustment teachers shall submit necessary proof of satisfactory completion of graduate courses to the Superintendent not later than October 30 or February 28. Credits will be granted retroactive to either September 1 or February 1, respectively.

B.1. The Board, administration, and teachers agree to cooperate in arranging in-service courses, workshops, conferences and programs designed to improve the quality of instruction. Such in-

service programs will not detract from the educational program of the children.

2. In-service courses shall be conducted during the in-school teacher workday if teacher attendance is required.

C. The Board will permit the granting of an educational refund for full tuition or \$75.00 a graduate credit, whichever is the lesser. This refund will be granted for a maximum of 6 graduate credits for each contract year. This educational refund will be granted if:

1. Courses are approved as prescribed in A.1. above;
2. Grade for course must be "B" or better;
3. Copy of tuition payment receipt, grade and course transcript must be submitted to the Superintendent for approval and recommendation for refund.

## ARTICLE XVI

### TEACHER WORK YEAR

A. The in-school work year for teachers will consist of no more than 185 school calendar days plus one general faculty day at the beginning of the school year, and up to two (2) days for orientation.

B. The in-school work year shall include days when pupils are in attendance, orientation days and any other days on which teacher attendance is required.

C. The Association may see the school calendar before final adoption by the Board. In determining the school calendar, the Board through the Superintendent may accept suggestions and recommendations from the Association.



## ARTICLE XVII

### TEACHER EMPLOYMENT

A. Placement on salary guide for the experienced teacher applicant shall be determined by the Board with the Superintendent's recommendation.

B. Up to four years of military service shall be recognized as equivalent years of teaching service on the guide. Legal evidence of said military service must be submitted to the Board.

C. The Board shall be notified of the teacher's intentions not later than the third Monday in March on forms to be supplied by the Board.

D. Non-tenured teachers shall be notified, by the Board, of their employment status for the ensuing year by April 30. Other teachers, for whom the Association is authorized to negotiate, shall be notified, by the Board, of their salary status no later than three (3) weeks after signing of the Agreement between the Association and the Board, or April 30, whichever is later. All signed contracts shall be returned to the Board within two (2) weeks of issuance.

E. Any teacher employed prior to February 1, of any school year, shall be given full credit for one (1) year of service toward the next increment step for the following year. Any teacher employed after February 1, shall not receive advancement on the salary guide.

F. A longevity stipend of \$500.00, will be provided for teachers completing twenty (20) years of service in the Carlstadt Public Schools.

G. A longevity stipend of \$250.00 will be provided for teachers completing twenty-five (25) years of service in the Carlstadt Public Schools.

## ARTICLE XVIII

### TEACHER HOURS AND TEACHING LOAD

A. Teachers will devote to their assignments the time necessary to meet their responsibilities. Teachers will indicate their presence for duty by placing their initials in the appropriate column if on time, or by specifying the exact time, if late. Teachers shall also place their initials in the appropriate column when leaving.

B.1. Teachers shall be required to report for duty five (5) minutes before pupils enter school and shall be permitted to leave thirty (30) minutes after pupil dismissal. The total normal in-school work day shall consist of not more than seven (7) hours (0) minutes and shall include a duty-free lunch period of fifty (50) minutes. On Fridays or on days preceding holidays or vacations, the teachers shall be permitted to leave fifteen (15) minutes after pupil dismissal.

2. Seventh and eighth grade teachers will be guaranteed five (5) forty-three (43) minute professional periods per week plus fourteen (14) additional minutes contiguous to their lunch periods to be used as professional time. Kindergarten teachers shall be guaranteed one-hundred fifty (150) minutes of professional time per session per week. First through sixth grade teachers shall be guaranteed two-hundred sixty (260) minutes of professional time per week. Special area teachers, with the exception of the Speech and Special Education Teachers shall be guaranteed two-hundred sixty (260) minutes of professional time per week. Any and all efforts will be made to provide two-hundred sixty (260) minutes of professional time for the Speech and Special Education Teachers. The Board will make reasonable efforts to schedule professional time for Special Area teachers in minimum thirty (30) minute blocks.

3. No 7th and 8th grade teacher involved in the teaching of the major subjects of English, Mathematics, Reading, Science, Social Studies, shall normally be scheduled to teach more than six (6) regular teaching periods per day, however, in case of emergency, may be called upon to cover a class during a professional period.

4. In the event a teacher has to teach during a professional period, he will be paid eight (\$8.00) dollars for any thirty (30) minute period coverage and ten (\$10.00) dollars for any period of over thirty (30) minutes.

C. Teachers shall be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending no more than six (6) faculty or other professional meetings per month. No meetings shall be held on Fridays or before holidays, except in cases of an emergency.

D. The notice of and agenda for meetings will be given to the teachers involved one (1) day prior to the meetings, when time permits.

E. Teachers may be required to attend no more than six (6) evening assignments or meetings each school year, without additional compensation.

#### ARTICLE XIX

##### NON-CERTIFICATED PERSONNEL PAID HOLIDAYS

All regularly employed full-time non-certificated personnel will receive the following paid holidays:

1983-84

##### Custodians

Independence Day	Monday, July 4
Labor Day	Monday, September 5
Columbus Day	Monday, October 10
Day before Veteran's Day	Thursday, November 10
Veteran's Day	Friday, November 11
Thanksgiving Day	Thursday, November 24
Day after Thanksgiving Day	Friday, November 25
Day after Christmas Day	Monday, December 26
Day after New Year's Day	Monday, January 2
Washington's Birthday	Monday, February 20
Good Friday	Friday, April 20
Memorial Day	Monday, May 28

### Secretaries

Independence Day	Monday, July 4
Labor Day	Monday, September 5
Columbus Day	Monday, October 10
Veteran's Day	Friday, November 11
Thanksgiving Day	Thursday, November 24
Day after Thanksgiving Day	Friday, November 25
Day after Christmas Day	Monday, December 26
Day before New Year's Eve Day	Friday, December 30
Day after New Year's Day	Monday, January 2
Washington's Birthday	Monday, February 20
Good Friday	Friday, April 20
Memorial Day	Monday, May 28

1984-85

### Custodians and Secretaries

Independence Day	Wednesday, July 4
Labor Day	Monday, September 3
Columbus Day	Monday, October 8
Thanksgiving Day	Thursday, November 22
Day after Thanksgiving Day	Friday, November 23
Christmas Eve Day	Monday, December 24
Christmas Day	Tuesday, December 25
New Year's Eve Day	Monday, December 31
New Year's Day	Tuesday, January 1
Washington's Birthday	Monday, February 18
Good Friday	Friday, April 5
Memorial Day	Monday, May 27

1985-86

### Custodians and Secretaries

Independence Day	Thursday, July 4
Labor Day	Monday, September 2
Columbus Day	Monday, October 14
Veteran's Day	Monday, November 11
Thanksgiving Day	Thursday, November 28
Day after Thanksgiving Day	Friday, November 29
Christmas Eve Day	Tuesday, December 24
Christmas Day	Wednesday, December 25
New Year's Eve Day	Tuesday, December 31
New Year's Day	Wednesday, January 1
Good Friday	Friday, March 28
Memorial Day	Monday, May 26

## ARTICLE XX

### NON-CERTIFICATED PERSONNEL REDUCTIONS IN FORCE

A. Reductions in Force of all regularly employed full time tenured non-certificated personnel shall be made by seniority among those deemed qualified by the Board.

B. An employee who is laid off pursuant to Paragraph A above, shall be rehired in the event of a vacancy, by seniority of those deemed qualified by the Board (i.e., the last employee deemed qualified by the Board to be laid off shall be the first to be rehired).

C. Accrued seniority in the District shall not be lost during the period of layoff.

## ARTICLE XXI

### NON-CERTIFICATED PERSONNEL PROBATIONARY PERIOD

A. Upon being hired all new regularly employed full-time non-certificated personnel shall receive a 90 day probationary contract with a 14 day termination notice by either party. At the completion of the probationary period, a regular contract shall be issued for the remainder of the school year if both parties are in accord.

## ARTICLE XXII

### CUSTODIAN MISCELLANEOUS PROVISIONS

A. Custodians shall obtain a low pressure fireman's license, at Board expense, prior to the completion of the probationary period, within the limits of availability of appropriate courses.

B. Custodians assigned to the steady afternoon shift (days that schools are scheduled to be in session or on any other week day that the Board may deem this service to be necessary) shall receive an additional \$300 for the year.

C. If reassignment of a custodian is required and less than 24 hours' notice is given for reassignments, the hours worked during the first day only shall be paid at time and one-half.

D. Custodians will receive vacations as follows:

Completion of 1 through 4 years of service - 2 weeks

Completion of 5 through 9 years of service - 3 weeks

Completion of 10 years of service and over - 4 weeks

E. Any custodian employed prior to January 1, of any school year, shall be given full credit for one (1) year of service toward the next increment step for the following year. Any custodian employed after January 1, shall not receive advancement on the salary guide.

F. A custodian appointed after January 1, shall be provided with two (2) pairs of trousers, two (2) shirts and one (1) pair of work shoes.

G. The Board will supply each custodian with 3 pairs of trousers and 3 shirts each year during the term of this Agreement and in addition, each custodian shall be provided two (2) pairs of work shoes during each year of this Agreement, at a cost not to exceed thirty-five (\$35) dollars per pair.

#### ARTICLE XXIII

##### SECRETARY MISCELLANEOUS PROVISIONS

A. Secretaries shall work seven (7) hours per day, commencing at 8:00 a.m. and concluding at 3:30 p.m.

B. Secretaries shall work for 11 months, from July 1 through July 15 and August 16 through June 30.

C. Secretaries shall be entitled to ten (10) paid vacation days to coincide with pupil recess periods.

D. The Board will permit the granting of an educational refund for full tuition or \$50.00, an undergraduate credit, whichever is the lesser. This refund will be granted for a maximum of 6 credits for each contract year. This educational refund will be granted if:

1. Courses must be approved by the Superintendent;
2. Grade for course must be "B" or better.
3. Copy of tuition payment receipt, grade and course transcript must be submitted to the Superintendent for approval and recommendation for reimbursement.

E. Any secretary employed prior to January 15, of any school year, shall be given full credit for one (1) year of service toward the next increment step for the following year. Any secretary employed after January 15, shall not receive advancement on the salary guide.

#### ARTICLE XXIV

##### SEPARABILITY

"If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect."

ARTICLE XXV

FULLY BARGAINED PROVISIONS

Subject to applicable law, this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXVI

DURATION OF AGREEMENT

A. This Agreement shall be effective for a term of three (3) years, commencing on the first day of July, 1983.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

THE BOARD OF EDUCATION OF THE  
BOROUGH OF CARLSTADT

ATTEST:

Lawrence L. Loss  
Secretary

BY:

Fred J. Heisinger  
President

THE CARLSTADT EDUCATION ASSOCIATION

ATTEST:

Maureen V. Avery  
Secretary

BY:

Maureen V. Avery  
President



SCHEDULE "A"  
TEACHER SALARY GUIDE 1983-84

<u>Step</u>	<u>A</u> <u>BA</u>	<u>B</u> <u>BA+15</u>	<u>C</u> <u>MA</u>	<u>D</u> <u>MA+15</u>	<u>E</u> <u>MA+30</u>
1	14,950	15,130	16,400	17,840	18,050
2	15,600	16,240	17,630	18,580	18,900
3	16,080	16,830	18,160	19,220	19,750
4	16,720	17,470	19,110	19,860	20,600
5	17,470	18,050	19,650	20,500	21,240
6	18,210	18,850	20,230	21,240	21,990
7	18,900	19,540	20,920	21,990	22,730
8	19,590	20,340	21,770	22,730	23,580
9	20,440	21,030	22,520	23,580	24,270
10	21,300	21,880	23,370	24,270	25,100
11	22,090	22,730	24,220	25,180	25,950
12	22,940	23,580	25,070	26,030	26,830
13	23,790	24,430	25,920	26,990	27,730
14	24,750	25,390	26,830	27,840	28,640
15	25,710	26,240	27,730	28,790	29,320
16			28,630	29,540	30,020

SCHEDULE "B"

TEACHER SALARY GUIDE 1984-85

<u>Step</u>	<u>A</u> <u>BA</u>	<u>B</u> <u>BA+15</u>	<u>C</u> <u>MA</u>	<u>D</u> <u>MA+15</u>	<u>E</u> <u>MA+30</u>
1	15,940	16,130	17,490	19,020	19,250
2	16,630	17,320	18,800	19,810	20,160
3	17,150	17,940	19,360	20,490	21,060
4	17,830	18,630	20,380	21,170	21,970
5	18,630	19,240	20,950	21,850	22,650
6	19,410	20,100	21,570	22,640	23,450
7	20,150	20,830	22,300	23,440	24,240
8	20,880	21,680	23,210	24,230	25,160
9	21,790	22,420	24,000	25,130	25,890
10	22,700	23,320	24,910	25,870	26,780
11	23,550	24,230	25,820	26,840	27,680
12	24,450	25,130	26,720	27,740	28,610
13	25,360	26,040	27,620	28,760	29,580
14	26,380	27,060	28,590	29,670	30,540
15	27,400	27,970	29,550	30,680	31,280
16			30,510	31,480	32,030

SCHEDULE "C"  
TEACHER SALARY GUIDE 1985-86

<u>Step</u>	<u>A</u> <u>BA</u>	<u>B</u> <u>BA+15</u>	<u>C</u> <u>MA</u>	<u>D</u> <u>MA+15</u>	<u>E</u> <u>MA+30</u>
1	17,020	17,220	18,670	20,300	20,540
2	17,750	18,490	20,070	21,150	21,510
3	18,310	19,150	20,670	21,870	22,470
4	19,040	19,890	21,760	22,600	23,440
5	19,890	20,540	22,360	23,320	24,170
6	20,720	21,460	23,030	24,170	25,020
7	21,510	22,240	23,800	25,020	25,860
8	22,290	23,140	24,780	25,860	26,850
9	23,260	23,930	25,620	26,820	27,630
10	24,230	24,890	26,590	27,610	28,570
11	25,140	25,860	27,560	28,650	29,540
12	26,100	26,820	28,520	29,610	30,530
13	27,070	27,800	29,480	30,700	31,560
14	28,150	28,880	30,520	31,670	32,590
15	29,250	29,850	31,540	32,750	33,380
16			32,560	33,610	34,180

SCHEDULE "D"

SECRETARY SALARY GUIDE 1983-84

<u>Step</u>	<u>Salary</u>
1	9,480
2	10,040
3	10,710
4	11,230
5	11,750

SCHEDULE "E"

SECRETARY SALARY GUIDE 1984-85

<u>Step</u>	<u>Salary</u>
1	9,990
2	10,580
3	11,280
4	11,830
5	12,360

SCHEDULE "F"

SECRETARY SALARY GUIDE 1985-86

<u>Step</u>	<u>Salary</u>
1	10,690
2	11,320
3	12,070
4	12,660
5	13,220

SCHEDULE "G"

CUSTODIAN SALARY GUIDE 1983-84

<u>Step</u>	<u>Salary</u>
1	13,370
2	14,160
3	14,990
4	15,900
5	16,840

SCHEDULE "H"

CUSTODIAN SALARY GUIDE 1984-85

<u>Step</u>	<u>Salary</u>
1	14,240
2	15,080
3	15,960
4	16,950
5	17,930

SCHEDULE "I"

CUSTODIAN SALARY GUIDE 1985-86

<u>Step</u>	<u>Salary</u>
1	15,320
2	16,230
3	17,170
4	18,240
5	19,277